



Amendment No.1
to
Contract No. NS170000063
for
Electronic Alarm Monitoring, System Maintenance, and Installation
between
Stanley Convergent Security Solutions, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to remove Parks and Recreation Department (PARD) Zilker Hillside Theater and the Lamar Senior Activity Center facilities from the contract:
- 2.0 The total Contract amount is not changed and recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/17 – 09/30/19	\$570,000.00	\$570,000.00
Amendment No. 1: Remove PARD Locations: Zilker Hillside Theatre and Lamar Senior Activity Center. 11/20/17	\$0.00	\$570,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date

May 21, 2018
Printed Name: Arthur Ruiz
Title: Security Consultant / Act Mgr.
Stanley Convergent Security Solutions, Inc.

Signature & Date:

[Signature] 05-21-18
Marty James, Procurement Specialist III
City of Austin Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Stanley Convergent Security Solutions, Inc.
For
Electronic Alarm Monitoring, System Maintenance, and Installation
MA 9100 NS170000063**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Stanley Convergent Security Solutions, Inc. ("Contractor"), having offices at Dept Ch 10651, Palatine, IL 60055.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Arthur Ruiz, Phone: (512) 813-6209, Email Address: Arthur.Ruiz@sbdinc.com. The City's Contract Managers for the engagement shall be Michael Maddux, (512) 972-5846, Email Address: Michael.Maddux@austintexas.gov for the Austin Public Health Department, Albert Homann, (512) 974-9524, Email Address: Albert.Homann@austintexas.gov for the Parks and Recreation Department, and Robert Kingham, (512) 974-1394, Email Address: Robert.Kingham@austintexas.gov for the Municipal Court/Downtown Austin Community Court. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Managers and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the services listed in Attachments A, B, C, and D.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$570,000 for all fees and expenses for the base term of the contract. The Contractor will be paid an amount not-to-exceed \$285,000 for all fees and expenses for the extension option upon the successful completion of the Scope of Work, as described herein.

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustment.** Prices shown in this Contract shall remain firm for the first twenty-four (24) month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary

data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single location and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial period quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2. **Adjustment-Requested Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000I	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.3.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Public Health
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

	City of Austin
Department	Parks and Recreation
Attn:	Accounts Payable
Address	200 South Lamar
City, State, Zip Code	Austin, TX 78704

	City of Austin
Department	Municipal Court
Attn:	Accounts Payable
Address	P.O. Box 2135
City, State, Zip Code	Austin, TX 78768

3.3.3 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment**

hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.4.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.2.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect retroactively starting October 1, 2017 for an initial term of twenty-four (24) months and may be extended thereafter for up to one (1) additional twelve (12) month period, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in this paragraph. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4.1.3 This is a twenty-four (24) month Contract. Prices are firm for the contract term.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name,

address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.10 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of

the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 **Delays.**

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.12.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.12.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.12.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.13 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.14 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Marty James, Procurement Specialist II
P.O. Box 1088
Austin, TX 78767

To the Contractor:
Stanley Security Convergent Security Solutions, Inc.
ATTN: Arthur Ruiz
Dept Ch 10651
Palatine, IL 60055

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this

paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.22 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.23 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.24 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.25 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.26 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.27 **Order of Precedence.** The Contract includes, without limitation, the Offer submitted in response to the City, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.27.1 any exceptions to the Offer accepted in writing by the City;
- 7.27.2 the Supplemental Purchase Terms and Conditions;
- 7.27.3 the Standard Purchase Terms and Conditions;
- 7.27.4 the Offer and exhibits; within the Offer

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

STANLEY CONVERGENT SECURITY SOLUTIONS,
INC.

CITY OF AUSTIN

By: Jerry Walker
Jerry Walker (Oct 30, 2017)
Signature

By: [Signature]
Signature

Name: Jerry Walker
Printed Name

Name: Marty James
Printed Name

Title: VP Sales & Ops South & Central US

Title: Procurement Specialist II

Date: Oct 30, 2017

Date: 10-30-2017

Approved By:
City of Austin

By: [Signature]
Signature

Name: Erin D'Vincent
Printed Name

Title: Procurement Specialist IV

Date: 10-30-17

List of Exhibits and Attachments

- Exhibit A Non Discrimination Certification, Section 0800
- Attachment A Health and Human Services Department (now known as Austin Public Health) Locations, Services, and Pricing
- Attachment B Parks and Recreation Department Locations, Services, and Pricing
- Attachment C Municipal Court Department Locations, Services, and Pricing
- Attachment D Scope of Work

EXHIBIT A
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such

discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR
Authorized
Signature

Stanley Convergent Security Solutions

Jerry Walker
Jerry Walker (Oct 30, 2017)

Title

VP Sales & Ops South & Central US



07/18/2017

Sole Source Supplement:

Stanley retains ownership of all its equipment installed at the locations listed in the contract, and the attached sole source letter.

Being that Stanley furnishes this equipment to the city on a lease basis, no other vendor is authorized to monitor, service, install, or repair Stanley's equipment. Any alteration to the equipment provided by Stanley will result in the equipment not being covered under the maintenance agreement.

Jerry Walker
VP Sales & Ops
Jerry Walker



Security Solutions

Stanley Convergent Security Solutions

2120 W. Braker Ln. Austin, TX 78759. (512) 977-9710

To whom it may concern,

Stanley CSS assumes ownership of all the parts and system components of the Burglar Alarms, Fire Alarms and Access Systems as indicated below. All systems are monitored and Maintained for City of Austin Health and Human Services Department, by Stanley CSS

- Betty Dunerly Campus Building B (4585) ACCESS/ BURG
- Betty Dunerly Campus Building C (4573) ACCESS/ BURG/ CCTV MAINTENANCE
- Betty Dunerly Campus Building E (5030) ACCESS/ BURG
- Betty Dunerly Campus Building H (4731) BURG/ ACCESS
- Blackland- 2005 Salina (4513) ACCESS/ BURG/FIRE MONITORING
- Clarksville- 1000 Toyath (4045) ACCESS/ BURG/ FIRE MONITORING
- Day Labor Site- 4916 N. IH 35 (4646) CCTV/ BURG
- East Austin NBR- 211 Comal (4071) BURG/ ACCESS/ FIRE/ TEMP
- Far South Austin HC- 405 W Stassney (4982) BURG/ PANIC/ ACCESS/ TEMP
- Montopolis NBR- 1416 Montopolis (4521) BURG/ ACCESS/ FIRE
- Northwest WIC- 8701 Research (4880) BURG/ ACCESS/ FIRE
- RBJ- 15 Waller (4587) BURG/ ACCESS FIRE
- Rosewood Zaragosa-2800 Webberville (5890)(4888) BURG/ ACCESS,/FIRE/ TEMP SENSORS
- South Asutin NBR- 2508 Durwood (4248) BURG/ACCESS/ FIRE/ TEMP
- St. Johns Comm Center- 7500 Blessing (4248) TEMP/PANIC BUTTONS
- St. Johns Annex- 928 Blackson (4041) BURG/ ACCESS/ FIRE
- WIC Dove Springs- 6801 S. Ih 35 (2946) BURG/ACCESS/FIRE
- Northeast Clinic- 7221 Ed Bluestein (4840) TEMP SENSOR

Owned By COA HHSD Monitored by Stanley

- Betty Dunerley Campus Animal Center- BURG, ACCESS (Monitored and Maintained) FIRE (Monitored)
- Betty Dunerly Campus Building C- FIRE MONITORING
- Betty Dunerly Campus Building E- FIRE MONITORING
- Betty Dunerly Campus Building H- FIRE MONITORING


Jim Geizer


Kevin J. Popejoy

Stanley Convergent Security Solutions, Inc.

2120 W. Braker Ln., Suite A, Austin, TX 78758 ■ tel: 512.977.9710 fax: 512.977.9705 ■ www.stanleycss.com

TX #B02140, Texas Com'n on Private Security, 5605 Lamer Blvd., Austin 78773, ACR2639



Security Solutions

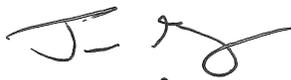
Stanley Convergent Security Solutions

2120 W. Braker Ln. Austin, TX 78759. (512) 977-9710

To whom it may concern,

Stanley CSS assumes ownership of all the parts and system components of the Burglar Alarms, Fire Alarms and Access Systems as indicated below. All systems are monitored and Maintained for City of Austin Parks and Recreation Department, by Stanley CSS

O' Henry Museum- 409 E 5 th	(4809) BURG/ FIRE/ CCTV
Elizabeth Nay Museum- 304 E 44 th	(4477) BURG/ FIRE
Northwest Recreation Center- 2913 Northland	(4808) BURG/ FIRE/ ACCESS
Fiesta Gardens- 2101 Jesse Segovia (Bergman)	(4914) BURG/ CCTV
Walnut Creek Maintenance- 1401 Cedar Bend	(4854) BURG
Central Maintenance- 2525 S Lakeshore	(5412, 4708,4083,4084,4905)BURG/ CCTV/ ACC
Walter E. Long- 9608 Decker Lake	(5046 & 5054) BURG/ CCTV
Dottie Jordan Rec- 2803 Loyola Ln	(4493) BURG/ FIRE
Hancock Recreation Center- 811 E 41st	(4514) BURG/FIRE
Givens Recreation Center- 3811 E. 12 th	(4757) BURG
Doris Miller Auditorium- 2300 Rosewood	(4092, 4737) BURG
Metz Recreation Center-2407 Canterbury St.	(4722) BURG/ FIRE
Montopolis Recreation Center- 1200 Montopolis	(4861) BURG
South Austin Recreation Center-1100 Cumberland rd	(4368) BURG
Camancho Rec Center- 34 Robert T. Martinez	(4323) BURG
Senior Activity Center #1- 2874 Shoal Creek	(4834) BURG
Senior Activity Center #2- 2874 Shoal Creek	(4666) BURG
Hancock Golf Pro Shop- 811 E 41 st st.	(4514) BURG/ FIRE
Kreig Baseball Complex- 517. N. Pleasant Valley Rd	(4470) BURG
Deep Eddy Pool- 400 Deep Eddy	(4969) CCTV/BURG
Austin High Tennis Pro Shop- 7800 Johnny Morris	(5095) FIRE/ BURG
Parr Tennis Center- 4201 Brookview	(4816) BURG
PARD Main Office- 200 S. Lamar	(4513, 4624, 4343, 6112) ACCESS/CCTV/BURG
Dittmar Recreation Center- 1009 W. Dittmar	(4515, 5515) BURG/ FIRE
Turner Roberts Activity Center- 7201 Colony Loop	CCTV
Mexican American Cultural Center- 600 River St	(4955) BURG/ CCTV
Gus Garcia Recreation Center- 1011 E. Rundburg Ln	CCTV/ BURG
Park Planning Annex- 919 W. 281/2 St.	(5115) FIRE/CCTV/BURG
Susanna Dickenson House- 409. E. 5 th	FIRE/ BURG/ CCTV
Chestnut House- 1183 Chestnut	(2566) BURG


Jim Geyer



Kevin J. Popejoy

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To whom it may concern,

Stanley CSS assumes ownership of all the parts and system components of the Burglar Alarms, Fire Alarms and Access Systems as indicated below. All systems are monitored and Maintained for City of Austin Municipal Court, by Stanley CSS

City Of Austin, Downtown Court 721 E 6th Street



Jim Geizer



— Kevin J. Popejoy

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Health and Human Services Department
Attachment A

Installation No.	Location	Services	Panel #	Proposed Amount
111120323495	Betty Dunerley Campus, Bldg. B 7201 Levander Loop Austin, TX 78702	ACCESS MAINTENANCE	55.00	LEASE
111123041503	Betty Dunerley Campus, Bldg. B 7201 Levander Loop Austin, TX 78702	BURG MONITORING & MAINTENANCE	78.00	LEASE 4585
111123004438	Betty Dunerley Campus, Bldg. B 7201 Levander Loop Austin, TX 78702	TEMPERATURE SENSOR MONITORING	6.00	LEASE 4585
111123005437	Betty Dunerley Campus, Bldg. C & E 7201 Levander Loop Austin, TX 78702	ACCESS MAINTENANCE	406.00	LEASE
111123009048	Betty Dunerley Campus, Bldg. C & E 7201 Levander Loop Austin, TX 78702	BURG MONITORING & MAINTENANCE	140.00	LEASE 4573 & 5030
111123013465	Betty Dunerley Campus, Bldg. C 7201 Levander Loop Austin, TX 78702	CCTV MAINTENANCE	72.00	LEASE
111123043318	Betty Dunerley Campus, Bldg. C 7201 Levander Loop Austin, TX 78702	CCTV MAINTENANCE ADD	24.00	LEASE
111123031893	Betty Dunerley Campus, Bldg. C 7201 Levander Loop Austin, TX 78702	FIRE MONITORING	25.00	
111123052013	Betty Dunerley Campus, Bldg. E 7201 Levander Loop Austin, TX 78702	FIRE MONITORING	25.00	
111123047851	Betty Dunerley Campus, Bldg. H 7201 Levander Loop Austin, TX 78702	FIRE MONITORING	25.00	
111123049642	Betty Dunerley Campus, Bldg. H 7201 Levander Loop Austin, TX 78702	ACCESS MAINTENANCE	220.00	LEASE
111123047337	Betty Dunerley Campus, Bldg. H 7201 Levander Loop Austin, TX 78702	BURG MONITORING & MAINTENANCE	137.00	LEASE
111123027423	Blackland Neighborhood Center 2005 Salina Street Austin, TX 78722	BURG, FIRE ACCESS MONITORING AND MAINT	148.00	LEASE 4513
111123002166	Clarksville Health Clinic 1000 Toyath Street Austin, TX 78703	TEMPERATURE SENSOR	9.00	LEASE 4045
111123044972	Clarksville Health Clinic 1000 Toyath Street Austin, TX 78703	BURG/ ACCESS & FIRE MONITORING AND MAINTENANCE	136.00	LEASE 4045
111123042685	Day Labor Site 4916 N. IH-35 Austin, TX 78751	CCTV MAINTENANCE	123.00	LEASE
123133035700	Day Labor Site 4916 N. IH-35 Austin, TX 78751	BURG MONITORING	88.00	LEASE 4646

111123015111	East Austin NBR Center 211 Comal Street Austin, TX 78702	TEMP MONITORING	9.00	LEASE 4071
111123045143	East Austin NBR Center 211 Comal Street Austin, TX 78702	BURG/ ACCESS & FIRE MONITORING AND MAINTENANCE	138.00	LEASE 4071
111123020940	Far South Austin HC 405 W Stassney Lane Austin, TX 78745	BURG/ PANIC & ACCESS MONITORING & MAINTENANCE	152.00	LEASE 4982
11112307285	Far South Austin HC 405 W Stassney Lane Austin, TX 78745	TEMP SENSOR	9.00	LEASE 4982
111123051569	Montopolis NBR Center 1416 Montopolis Drive Austin, TX 78741	BURG/ ACCESS MONITORING AND MAINTENANCE	148.00	LEASE 4521
111123047812	Northwest WIC 8701-A Research Blvd. Austin, TX 78758	ACCESS MAINTENANCE	42.00	LEASE
111123019101	Northwest WIC 8701-A Research Blvd. Austin, TX 78758	BURG MONITORING & MAINTENANCE	72.00	LEASE 4880, 5005
	Northwest WIC 8701-A Research Blvd. Austin, TX 78758	FIRE MONITORING	45.00	LEASE 4880, 5005
111120299888	RBJ Health Building 15 Waller Street Austin, TX 78702	BURG/ FIRE/ TEMP MONITORING AND MAINTENANCE	203.00	LEASE 4574,4495,4587
111123035475	RBJ Health Building 15 Waller Street Austin, TX 78702	ACCESS MAINTENANCE	185.00	LEASE 4574,4495,4587
111123035362	Rosewood/Zaragosa NBR 2800 Webberville Road Austin, TX 78702	BURG/ ACCESS & FIRE MONITORING AND MAINTENANCE	85.00	LEASE 4890, 4888, 5890
111123003335	Rosewood/Zaragosa NBR 2800 Webberville Road Austin, TX 78702	TEMPREATURE SENSORS	18.00	LEASE 4890, 4888, 5890
111123044457	South Austin NBR 2508 Durwood Street Austin, TX 78704	BURG/ ACCESS & FIRE MONITORING AND MAINTENANCE	148.00	LEASE 4248
111123009827	South Austin NBR 2508 Durwood Street Austin, TX 78704	TEMPRATURE SENSOR	9.00	LEASE 4248

111123052006	St John Community Center 7500 Blessing Avenue Austin, TX 78752	TEMP SENSOR/ PANIC BUTTONS	51.00	LEASE 4248
111123043905	St John's Annex 928 Blackson Avenue Austi, TX 78752	BURG/ ACCESS & FIRE MONITORING AND MAINTENANCE	182.00	LEASE 4014
123133912400	WIC Dove Spring 6801 S. IH-35, Suite I-J Austin, TX 78744	ACCESS/ BURG	122.00	LEASE 2946
	Betty Dunerley Campus Animal Center 7201 Levander Loop Austin, TX 78702	BURG/ACCESS MONITORING	25.00	
	Betty Dunerley Campus Animal Center 7201 Levander Loop Austin, TX 78702	FIRE MONITORING	29.00	
		Total	3389.00	

**Parks and Recreation Department
Attachment B**

Unit	Installation No.	Location	Services	Current Monthly Amount
	111123049557	O'Henry Museum 409 E. 5th Street Austin, TX	ACCESS MONITORING AND MAINT	70.00
4809	111123004839	Susanna Dickinson House 409 E. 5th Street Austin, TX	BURG MONITORING AND MAINT	105.00
	111123037505	Susanna Dickinson House 409 E. 5th Street Austin, TX	CCTV MAINTENANCE	75.00
	111123014787	Susanna Dickinson House 409 E. 5th Street Austin, TX	FIRE MONITORING AND MAINT	120.00
4477	111123040133	Elizabeth Ney Museum 304 E. 44th Street Austin, TX	BURGMONITORING AND MAINT	105.00
	111123023956	Elizabeth Ney Museum 304 E. 44th Street Austin, TX	FIRE MONITORING AND MAINT	325.00
	111123011985	Northwest Recreation Center 2913 Northland Drive Austin, TX	ACCESS MONITORING AND MAINT	90.00
5808	111123011985	Northwest Recreation Center 2913 Northland Drive Austin, TX	BURG MONITORING AND MAINT	90.00
4914	111123008184	Fiesta Gardens 2101 Jesse Segovia Austin, TX	BURG MONITORING AND MAINT	90.00
	111123024916	Fiesta Gardens 2101 Jesse Segovia Austin, TX	CCTV MAINTENANCE	115.00
4854	111123009460	Walnut Creek Maintenance Center 1401 Cedar Bend Drive Austin, TX	BURG MONITORING AND MAINTENANCE	60.00
	111123006866	Central Maintenance Center 2525 South Lakeshore Austin, TX	SERVICE CENTER CCTV MAINT	55.00
4905	123133964100	Central Maintenance Center 2525 South Lakeshore Austin, TX	PORTABLE BURG MONITORING AND MAINT	75.00
	111123036279	Central Maintenance Center 2525 South Lakeshore Austin, TX	CCTV MAINT	225.00
4083, 4084	111123047582	Central Maintenance Center 2525 South Lakeshore Austin, TX	BURG MONITORING AND MAINTENANCE	115.00

Unit	Installation No.	Location	Services	Current Monthly Amount
5412, 4708	111123015430	Central Maintenance Center 2525 South Lakeshore Austin, TX	S. FENCE BURG MONITORING AND MAINT	50.00
5046, 5054	111123005900	Decker Lake (Walter E. Long) 6614 Blue Buff Austin, TX	BURG MONITORING AND MAINT	145.00
	111123042140	Decker Lake (Walter E. Long) 6614 Blue Buff Austin, TX	CCTV MAINT	315.00
4493	111123038513	Dottie Jordan Recreation Center 2803 Loyola Lane Austin, TX	BURG MONITORING AND MAINT	75.00
	111123039591	Dottie Jordan Recreation Center 2803 Loyola Lane Austin, TX	FIRE MONITORING AND MAINT	120.00
4514	111123037328	Hancock Recreation Center 811 East 41st Street Austin, TX	BURG MONITORING AND MAINT	65.00
4514	111123048026	Hancock Golf Pro Shop 811 East 41st Street Austin, TX	BURG MONITOING AND MAINT	100.00
	111123000649	Hancock Recreation Center 811 East 41st Street Austin, TX	FIRE MONITOING AND MAINT	235.00
4757	111123022866	Given Recreation Center 3711 East 12th Street Austin, TX	BURG MONITORING AND MAINT	65.00
4737	111123005562	Doris Miller Auditorium 2300 Rosewood Austin, TX	BURG MONITORING AND MAINT	70.00
4092	111123031417	Rosewood Recreation Center 2300 Rosewood Austin, TX	BURG MONITORING AND MAINT	75.00
	111123043775	Metz Recreation Center 2407 Canterbury Street Austin, TX	FIRE MONITOING AND MAINT	120.00

Unit	Installation No.	Location	Services	Current Monthly Amount
4722	111123043573	Metz Recreation Center 2407 Canterbury Street Austin, TX	BURG MONITORING	90.00
4861	111123010911	Montopolis Recreation Center 1200 Montopolis Drive Austin, TX	BURG MONITORING AND MAINT	110.00
4368	111123042030	South Austin Tennis 1100 Cumberland Road Austin, TX	BURG MONITORING AND MAINT	85.00
4368	111123012219	South Austin Recreation Center 1100 Cumberland Road Austin, TX	BURG MONITORING AND MAINT	100.00
4323	111123042490	Camacho Recreation Center 34 Robert T. Martinez Blvd Ausrtin, TX	BURG MONITOING AND MAINT	90.00
4834	111123005833	Senior Activity Center No. 1 2874 Shoal Crest Avenue Austin, TX	BURG MONITORING AND MAINT	90.00
4666	111123022475	Senior Activity Center No. 2 2874 Shoal Crest Avenue Austin, TX	BURG MONITROING AND MAINT	60.00
4871	111123030294	Nature Center HQ. 301 Nature Center Drive Austin, TX	BURG MONITORING AND MAINT	25.00
4470	111123011269	Kreig Baseball Complex 517 N. Pleasant Valley Austin, TX	BURG MONIOTING AND MAINT	60.00
4969, 5095	111123030921	Deep Eddy Pool 400 Deep Eddy Austin, TX	BURG MONITOING AND MAINT	75.00
	111123022433	Deep Eddy Pool 400 Deep Eddy Austin, TX	CCTV MAINTENANCE	25.00
	123129119500	Austin Tennis Center 7800 Johnny Morris Road Austin, TX	FIRE MONITORING AND MAINT	140.00

Unit	Installation No.	Location	Services	Current Monthly Amount
4093	111123044500	Austin High Tennis Pro Tennis 7800 Johnny Morris Austin, TX	BURG MONITORING AND MAINT	80.00
	111123016290	Austin High Tennis Pro Tennis 7800 Johnny Morris Austin, TX	BURG MONITORING	15.00
4816	111123041251	Parr Tennis Center 4201 Brookview Road Austin, TX	BURG MONITORING	65.00
	123133861400	Dittmar Recreation Center 1009 West Dittmar Rd. Austin, TX.	FIRE MONITORING AND MAINTENANCE	90.00
5515	123133857500	Dittmar Recreation Center 1009 West Dittmar Rd. Austin, TX.	BURG MONITORING AND MAINT	65.00
	111123035763	Turner Roberts Activity Center 7201 Colony Loop Austin, TX	CCTV MAINTENANCE	140.00
	111123003495	Mexican American Cultural Center 600 River Street Austin, TX	BURG MONITORING AND MAINT	200.00
	111123045334	Mexican American Cultural Center 600 River Street Austin, TX	CCTV MAINTENANCE	200.00
	123130590500	Mexican American Cultural Center 600 River Street Austin, TX	CCTV MAINTENANCE	140.00
4955	123130582400	Mexican American Cultural Center 600 River Street Austin, TX	BURG MONITORING	90.00
5020	111123028346	Gus Garcia Recreation Center 1201 East Runberg Lane Austin, TX	BURG MONITORING AND MAINT	140.00

Unit	Installation No.	Location	Services	Current Monthly Amount
	111123021994	Gus Garcia Recreation Center 1201 East Runberg Lane Austin, TX	CCTV MAINTENANCE	200.00
	123129984400	PARK Planning Annex 919 West 281/2 Street Austin, TX	CCTV MAINTENANCE	205.00
5115	11123026349	PARK Planning Annex 919 West 281/2 Street Austin, TX	FIRE AND BURG MONITORING AND MAINT	570.00
	123129782400	PARK Planning Annex 919 West 281/2 Street Austin, TX	FIRE DIALER MONITOING AND MAINTENANCE	50.00
2566	123133544300	Chestnut House 1183 Chestnut Austin, TX 78701	BURG MONITORING AND MAINT	85.00
4343, 6112	111123011466	Parks and Recreation Main Office 200 S. Lamar Austin, TX	BURG MONITORING AND MAINT	90.00
	123131927600	Parks and Recreation Main Office 200 S. Lamar Austin, TX	CCTV MAINTENACE	175.00
	123130241400	Parks and Recreation Main Office 200 S. Lamar Austin, TX	ACCESS MAINTENANCE	100.00
			Total	6,800.00

Municipal Court
Attachment C

Unit	Installation No.	Location	Services	Monthly Amount
	111123036223	721 E 6th Street Austin, Texas 78701	Add-On Burgular	18.00
	111123006810	721 E 6th Street Austin, Texas 78701	Monitoring & Maintenance Access	90.00
	111123042559	721 E 6th Street Austin, Texas 78701	Monitoring & Maintenance Access	80.00
	111123008230	721 E 6th Street Austin, Texas 78701	Fire Monitoring and Maintenance	170.00
			Total	358.00

111123013832

11110138201

111123001158	0.00	COA CCSD - ROSEWOOD ZARAGOSA
111123001803	0.00	COMMERCIAL
111123002166	0.00	COA HHSD - CLARKSVILLE
111123003335	20.00	COA HHSD ROSEWOOD ZARAGOSA
111123009827	20.00	COA HHSD - SOUTH AUSTIN
111123012077	0.00	COA CCSD ST. JOHN'S ANNEX
111123015111	0.00	COA HHSD - EAST AUSTIN HC
111123027423	0.00	CITY OF AUSTIN HEALTH & HUMAN SVCS
111123035475	65.00	COA - HHSD RBJ CODE
111123037285	0.00	COA HHSD - FAR SOUTH
111123043905	0.00	COA HHSD//ST. JOHN'S ANNEX
111123051569	0.00	COA MONTOPOLIS NBH
111140004423	0.00	COA/RECORDS BLDG
111140007660	0.00	COA/ST JOHNS NEIGHBORHOOD CNT
111140007955	0.00	COA/ROSEWOOD ZARA CLINIC
123133234000	0.00	COA HHSD - NORTH WEST WIC
123137880900	72.83	COA HHSD - FOOD PANTRY
123133233300	0.00	COA HHSD - DOVE SPRINGS WIC

111101383201

111123002166	9.00	COA HHSD - CLARKSVILLE
111123003335	20.00	COA HHSD ROSEWOOD ZARAGOSA
111123004438	6.00	COA HHSD BUILDING B
111123005437	406.00	COA HHSD BUILDING C
111123009048	140.00	COA HHSD BLDG C&E BURG
111123009827	20.00	COA HHSD - SOUTH AUSTIN
111123013465	72.00	COA-HHSD-BLDG C
111123019101	21.20	COA NW WIC/MOM'S PLACE
111123020940	152.00	AUSTIN-TRAVIS COUNTY HEALTH
111123023495	55.00	COA HHSD BUILDING B
111123027423	148.00	CITY OF AUSTIN HEALTH & HUMAN SVCS
111123029888	203.00	AUSTIN-TRAVIS COUNTY HEALTH
111123031893	25.00	COA HHSD BUILDING C
111123035362	85.00	AUSTIN-TRAVIS COUNTY HEALTH
111123035475	411.05	COA - HHSD RBJ CODE
111123037285	20.00	COA HHSD - FAR SOUTH
111123041503	78.00	COA HHSD BUILDING B
111123042685	123.00	COA DAY LABOR SITE
111123043318	24.00	COA HHSD BUILDING C
111123043905	232.00	COA HHSD//ST. JOHN'S ANNEX
111123044457	148.00	AUSTIN-TRAVIS COUNTY HEALTH
111123044567	36.00	COA HHSD-RBJ PHARMACY BURG
111123044972	178.00	COA HHSD//CLARKSVILLE HEALTH R
111123045143	138.00	AUSTIN-TRAVIS COUNTY HEALTH
111123047337	137.00	COA HHSD BUILDING H
111123047812	0.00	WIC PARKFIELD

111123047851	25.00 COA HHSD BUILDING H
111123049642	255.00 COA HHSD BUILDING H
111123051569	148.00 COA MONTOPOLIS NBH
111123051919	217.36 COA HHSD - RBJ
111123052013	25.00 COA HHSD BUILDING E
111123052696	63.00 COA HHSD - ST. JOHN COMM. CTR
111140003421	0.00 COA/DAY LABOR
111140004423	0.00 COA/RECORDS BLDG
111140006733	0.00 BURG MONITORING - BUILDING C
111140007942	0.00 COA-HHSD-BLDG-E
111140007943	0.00 CAPMUS BLDG C- FIRE MONITOR
123133035700	99.00 COA HEALTH & HUMAN SVCS DEPT
123133234000	159.00 COA HHSD - NORTH WEST WIC
123133912400	133.00 CITY OF AUSTIN HEALTH & HUMAN SVCS
123136345400	0.00 CITY OF AUSTIN
123136345600	49.47 CITY OF AUSTIN
123136359300	0.00 CITY OF AUSTIN
123136946400	0.00 CITY OF AUSTIN
123137881300	49.00 COA HHSD - FOOD PANTRY
123144437500	25.00 1416 NONTOPOLIS DR - FIRE SYSTEM
123146432700	24.00 COA HHSD - EAST AUSTIN NBHR
111123001059	0.00 COMMERCIAL
111123001803	0.00 COMMERCIAL
111123002868	0.00 COA HHSD-RBJ-EMS
111123015111	0.00 COA HHSD - EAST AUSTIN HC
111123020446	0.00 COMMERCIAL
111123025733	0.00 COMMERCIAL
111123035586	0.00 47 TownLakeAnimal Shelter-Burg
111123039665	9.54 COA HHSD - NORTHEAST HC
111123042518	0.00 COA HHSD - SOUTH AUSTIN
111123045958	0.00 COMMERCIAL
111123047068	0.00 AUSTIN HEALTH & HUMAN SERVICES
111140007662	0.00 Rosewood-Zaragosa NBR
111123037285	
111123037285	0.00 COA HHSD - FAR SOUTH
111123042685	
111123042685	32.50 COA DAY LABOR SITE
111123044999	
111123044972	12.60 COA HHSD//CLARKSVILLE HEALTH R
123133035700	
123133035700	0.00 COA HEALTH & HUMAN SVCS DEPT
123149567600	
123149567600	26.50 COA HHSD
	4418.05

111123022749

111102274902

111123021994 0.00 COA - PARD GUS GARCIA
111123028346 0.00 COA - PARD GUS GARCIA
111123042140 0.00 COA - PARD DECKER LAKE
123133544300 0.00 COA - PARD CHESNUT HOUSE

111102274903

111123012326 0.00 CITY OF AUSTIN PARKS & REC.

111102274904

111123004839 0.00 COA - PARD SUZANNA DICKINSON
111123014787 0.00 COA - PARD SUZANNA DICKINSON
111123037505 0.00 COA - PARD SUZANNA DICKINSON
111140003850 0.00 COA - PARD SUZANNA DICKINSON

111123000649

111123000649 0.00 COA - PARD HANCOCK REC CENTER

111123043775

111123000649 0.00 COA - PARD HANCOCK REC CENTER
111123043775 0.00 COA - PARD METZ REC CENTER
123133861400 0.00 COA - PARD DITTMAR REC CENTER
123133964100 0.00 COA - PARD CENTER - BA
123138564500 0.00 COA - PARD DEEP EDDY POOL

123129984401

123129984400 0.00 COA - PARD ANNEX BUILDING

123143784000

123143784000 0.00 COA - PARD ROSEWOOD REC

123147669300

111123000649 180.00 COA - PARD HANCOCK REC CENTER
111123003495 180.00 COA - PARD MACC
111123003983 65.00 COA - PARD NATURE CENTER
111123004839 100.00 COA - PARD SUZANNA DICKINSON
111123005562 60.00 COA - PARD DORRIS MILLER
111123005833 80.00 2874 SHOAL CREEK-SR ACTIVITY #1
111123005900 130.00 COA - PARD DECKER LAKE
111123008184 70.00 COA - PARD FIESTA GARDENS
111123009460 50.00 COA - PARD WALNUT CREEK PARK
111123010911 80.00 COA - PARD MONTOPOLIS REC
111123011113 0.00 COA - PARD MACC
111123011269 60.00 COA - PARD KREIG FIELD
111123011466 80.00 1500 Riverside Parks & Rec HQ
111123011985 70.00 COA - PARD NORTHWEST REC
111123012219 75.00 COA - PARD SOUTH AUSTIN REC
111123012326 0.00 CITY OF AUSTIN PARKS & REC.
111123014787 100.00 COA - PARD SUZANNA DICKINSON
111123015430 246.00 COA - PARD SERVCE CENTER - BA
111123021994 180.00 COA - PARD GUS GARCIA
111123022433 20.00 COA - PARD DEEP EDDY POOL
111123022475 50.00 COA - PARD SENIOR CENTER

111123022866	55.00 COA - PARD GIVENS REC CENTER
111123023956	180.00 COA - PARD ELIZABETH NEY MUSEUM
111123024916	90.00 COA - PARD FIESTA GARDENS
111123026349	124.80 CITY OF AUSTIN
111123028346	120.00 COA - PARD GUS GARCIA
111123030294	20.00 COA - PARD NATURE CENTER HQ
111123030921	60.00 COA - PARD DEEP EDDY POOL
111123031417	60.00 COA - PARD ROSEWOOD REC CENTER
111123036279	785.00 COA - PARD SERVICE CENTER
111123037328	65.00 COA - PARD HANCOCK REC CENTER
111123037505	60.00 COA - PARD SUZANNA DICKINSON
111123038513	60.00 COA - PARD DOTTIE JORDAN REC CENTER
111123039591	100.00 COA - PARD DOTTIE JORDAN REC CENTER
111123040133	100.00 COA - PARD ELIZABETH NEY MUSEUM
111123041251	50.00 COA - PARD PHARR TENNIS CENTER
111123042030	50.00 COA - PARD SOUTH AUSTIN TENNIS
111123042140	290.00 COA - PARD DECKER LAKE
111123042490	80.00 COA - PARD CAMACHO REC CENTER
111123043573	70.00 COA - PARD METZ REC CENTER
111123043775	100.00 COA - PARD METZ REC CENTER
111123045334	180.00 COA - PARD MACC
111123047582	600.00 COA - PARD SERVICE CENTER
111123048026	90.00 COA - PARD HANCOCK PRO SHOP
111123049557	60.00 COA - PARD O'HENRY MUSEUM
111123055384	0.00 PARD GUS GARCIA
111123066834	128.96 PARD/GIVENS REC. CENTER
111123068630	0.00 PARD-FIESTA GARDENS
111123069560	0.00 COA-WALTER E LONG (TICKET BOOTH)
111123072511	0.00 PARD-FENCE (OZ 9706)
111140002963	0.00 COA - PARD DEEP EDDY POOL
111140003677	0.00 COA-GUS GARCIA
111140003712	0.00 COA WALTER E LONG (SHACK) CCTV
111140003850	115.00 COA - PARD SUZANNA DICKINSON
111140004441	101.92 COA GUS GARCIA CCTV
111140006244	105.00 COA - PARD ANNEX BUILDING
111140006716	0.00 COA - PARD ELIZABETH NEY MUSEUM
111140006721	0.00 COA - PARD HANCOCK REC CENTER
111140006737	0.00 COA - PARD MACC
111140007935	117.00 COA - PARD DOTTIE JORDAN REC CENTER
111140007947	0.00 COA - PARD WATERSHED
111140007960	0.00 COA - PARD METZ REC CENTER
1117875677	53.00 COA-PARD SPRINGWOOD HOUSE
123129119500	100.00 COA - PARD AUSTIN TENNIS CENTER
123129356400	PARD-DEPT OFFICE
123129782400	70.00 COA - PARD ANNEX BUILDING
123129984400	50.00 COA - PARD ANNEX BUILDING
123130241400	80.00 COA - PARD MAIN

123130243300	114.40 CITY OF AUSTIN PARKS & RECREATION
123130582400	80.00 COA - PARD MACC
123130590500	120.00 COA - PARD MACC
123131927600	165.00 COA - PARD MAIN
123133544300	85.00 COA - PARD CHESNUT HOUSE
123133857500	65.00 COA - PARD DITTMAR REC CENTER
123133861400	80.00 COA - PARD DITTMAR REC CENTER
123133964100	122.00 BURG SUGAR SHACK
123134952100	40.00 COA - PARD NORTHWEST REC
123138564500	59.00 COA - PARD DEEP EDDY POOL
123140606100	93.00 COA - PARD MORRIS WILLIAMS GOLF
123140834000	90.00 COA - PARD MORRIS WILLIAMS GOLF
123141962000	25.00 COA - PARD MORRIS WILLIAMS GOLF
123142312600	70.00 COA - PARD ASIAN AMERICAN
123142316500	30.00 COA - PARD ASIAN AMERICAN
123142600800	0.00 COA - PARD ZILKER BOTANICAL
123142652200	0.00 COA - PARD ALAMO REC CENTER
123142661900	53.00 COA - PARD OLD BAKERY & EMPORIUM
123143784000	0.00 COA - PARD ROSEWOOD REC
123145568300	25.00 COA - PARD BARTHOLOMEW POOL
123145570600	30.00 COA - PARD BARTHOLOMEW POOL
123145571200	25.00 COA - PARD ANNEX BUILDING B
123145572600	35.00 COA - PARD CEMETARY MAINTENANCE
123145576000	25.00 PARD- COA - CEMETERIES
123145579400	190.55 COA-PARD
123145657000	210.00 COA - PARD ANNEX BUILDING B
123146200900	123.76 COA - PARD - DOVE SPRIRNGS
123146247000	67.00 COA - PARD CASWELL TENNIS CENTER
123146432700	24.00 COA HHS - EAST AUSTIN NBHR
123147669300	150.00 COA - PARD ZILKER HILLSIDE THEATER
123150052500	71.41 CITY OF AUSTIN - PARD
123150230800	0.00 COA - PARD SASAC GAME ROOM
111123006866	0.00 Service Center CCTV
111123016290	0.00 COMMERCIAL
111123044500	0.00 High Pro Tennis
111140007668	0.00 COA - PARD MONTOPOLIS REC
123137995000	0.00 COMMERCIAL

8514.80

SCOPE OF WORK
STANLEY CONVERGENT SECURITY SOLUTIONS INC
Electronic alarm monitoring, System maintenance, and Installation

1. PURPOSE

The City of Austin is contracting with Stanley Convergent Security Solutions for the monitoring and maintenance of electronic access, burglar/intrusion, temperature sensor, fire systems, maintenance and repair of CCTV systems, and the installation of new systems.

The City reserves the right to add or remove locations as required to meet the City's business needs. Stanley will be provided a written notice at least five working days before the closure of a facility to allow for the removal of Stanley property.

Installation and upgrade of equipment will be accomplished in accordance with a contract rider that shall be approved by the department Contract Manager.

2. CONTRACTOR REQUIREMENTS

2.1 When systems are armed, Stanley shall provide daily monitoring of access, intrusion/burglar, fire, and temperature variances per Stanley installation agreements and exhibits.

2.2 Upon the receipt of an alarm signal from a City location shall make all reasonable efforts to transmit the alarm promptly to the police, fire department, medical agency, and designated department Contract Manager.

2.2 Maintenance of Stanley owned property shall be provided in accordance with the established installation agreement for each location.

2.3 Maintenance and repair of City owned property shall be in accordance with the work order established by the City department. Hourly rates for these service charges shall be in accordance with the established rate in this contract.

2.4 Installation and upgrade services shall be in accordance with the agreed to contract rider. Labor hours for these services shall be as agreed to in this contract.

2.5 Stanley owned equipment shall be replaced at no cost to the City if it becomes inoperable. Failed Stanley equipment that is obsolete or no longer available shall be replaced with a City approved replacement item.

2.6 Equipment shall not be replaced when new technology becomes available without an approved contract rider and shall be approved by the department Contract Manager.

2.7 Stanley shall perform a complete self-test at each location during the time the system is armed, if communications are lost, or if system faults occur during service to ensure the system is operational. If problems exist during the test, Stanley will immediately report the problem and take action to correct the problem.

2.8 Labor rates for unscheduled services will be charged at \$125 per hour.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-285983

Date Filed:
11/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stanley Convergent Security Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NS170000063
Electronic Alarm Monitoring, System Maintenance, and Installation

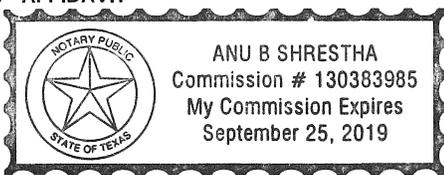
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Arthur R Ruiz

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Arthur R Ruiz, this the 20th day of November 2017, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Anu B Shrestha

Printed name of officer administering oath

Notary Public

Title of officer administering oath



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 07/13/2017

DEPT: Austin Public Health

TO: Purchasing Officer or Designee

FROM: Michael Maddux

BUYER: Marty James

PHONE: (512) 972-5846

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- a procurement necessary to preserve or protect the public health or safety of municipality's residents
- a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- a procurement for personal, professional, or planning services
- a procurement for work that is performed and paid for by the day as the work progresses
- a purchase of land or right-of-way
- a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- a purchase of rare books, papers, and other library materials for a public library
- paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- services performed by blind or severely disabled persons
- goods purchased by a municipality for subsequent retail sale by the municipality
- electricity
- advertising, other than legal notices
- Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

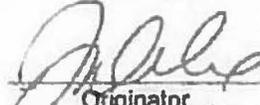
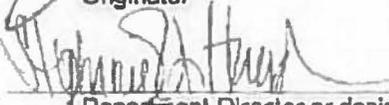
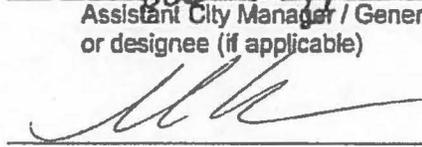
- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

Austin Public Health facilities are secured physically using proprietary Stanley Convergent Security Solutions, Inc. hardware and software. These equipment and applications can only be maintained by Stanley Convergent Security Solutions, Inc. Stanley Convergent Security Solutions, Inc. also provides fire and alarm system remote monitoring of these systems. The Austin, TX Stanley office has years of experience supporting Austin Public Health facilities through previous master agreements.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Austin Public Health facilities are secured physically using proprietary Stanley Convergent Security Solutions, Inc. hardware and software. These equipment and applications can only be maintained by Stanley Convergent Security Solutions, Inc. Stanley Convergent Security Solutions, Inc. also provides fire and alarm system remote monitoring of these systems. The Austin, TX Stanley office has years of experience supporting Austin Public Health facilities through previous master agreements.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with STANLEY CONVERGENT SECURITY SOLUTIONS INC. which will cost approximately \$ 600,000.00 (Provide estimate and/or breakdown of cost).

Recommended Certification		7-18-17	
	Originator	Date	
Approved Certification		07/18/17	
	Department Director or designee	Date	
		7/18/17	
	Assistant City Manager / General Manager or designee (if applicable)	Date	
Purchasing Review (if applicable)		08-10-2017	
	Buyer	Date	Manager Initials
Exemption Authorized (if applicable)	_____		
	Purchasing Officer or designee	Date	

02/26/2013

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marty James/974-3164	PM Name/Phone	Michael Maddux/972-5846
Sponsor/User Dept.	9100 Public Health	Sponsor Name/Phone	Beverly Mendez/974-6784
Solicitation No	N/A	Project Name	Stanley Security Monitoring Services
Contract Amount	\$600,000.00	Ad Date (if applicable)	N/A

Procurement Type

<input type="checkbox"/> AD – CSP	<input type="checkbox"/> AD – CM@R	<input type="checkbox"/> AD – Design Build
<input type="checkbox"/> AD – Design Build Op Maint	<input type="checkbox"/> AD – JOC	<input type="checkbox"/> IFB – Construction
<input type="checkbox"/> IFB – IDIQ	<input type="checkbox"/> PS – Project Specific	<input type="checkbox"/> PS – Rotation List
<input type="checkbox"/> Nonprofessional Services	<input type="checkbox"/> Commodities/Goods	<input type="checkbox"/> Cooperative Agreement
<input type="checkbox"/> Critical Business Need	<input type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Ratification
<input checked="" type="checkbox"/> Sole Source*		

Provide Project Description**

Sole Source Stanley Security Monitoring for the City of Austin.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

The previous contract was a Sole Source with Stanley, MA 9100 NS120000042

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

99000 - 80%, 99050 - 20%.

Marty James	8/14/2017
Buyer Confirmation	Date

* Sole Source must include Certificate of Exemption
 **Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	8/14/2017	Date Assigned to BDC	8/14/2017
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In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:

<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE

Exempt from MBE/WBE Procurement Program No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input checked="" type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

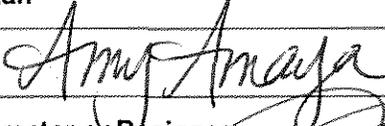
If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

N/A

Subcontracting Opportunities Identified

N/A

Amy Amaya	
SMBR Staff	Signature/ Date
	8/14/17
SMBR Director or Designee	Date
	8/15/17
Returned to/ Date:	



Current BuyBoard Vendors

Phone: 800-695-2919

Fax: 800-211-5454

Ambulances (Repair Parts and Repair Labor) 492-15

Expires: 8/31/2018

Daco Fire Equipment	Frazer, LTD [MWBE]	Houston Freightliner Inc.
Knapp Chevrolet	Mac Haik Dodge Chrysler Jeep	Pliier International
Professional Ambulance	Siddons-Martin Emergency Group	Sterling McCall Ford
VGL Phoenix (The Phoenix Group)		

Ambulances 492-15

Expires: 8/31/2018

Daco Fire Equipment	Frazer, LTD [MWBE]	Houston Freightliner Inc.
Knapp Chevrolet	Mac Haik Dodge Chrysler Jeep	Pliier International
Professional Ambulance	Siddons-Martin Emergency Group	Sterling McCall Ford
VGL Phoenix (The Phoenix Group)		

Artificial/Synthetic Turf Testing & Consulting Services 442-13

Expires: 4/30/2017

Carter Construction Company [MWBE]	DMA Sports Design Group, L.L.C	K&S Sports Constructors, LLC (formerly A.T.M. Clei
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Athletic, P.E. & Gymnasium Supplies, Equip., Heavy Duty Exercise Equip. & Acc. 502-16

Expires: 3/31/2019

Academic Specialties	Advanced Communication Systems	AEGIS Fitness Solutions, LLC
Alert Services [MWBE]	Allied Advertising Agency, Inc.	Aluminum Athletic Equipment Co.
America Team Sports	Ares Sportswear	Arizona Courtlines, Inc
Athletes World	Athletic Supply, Inc.	Balance Sporting Goods [MWBE]
Barcelona Sporting Goods	Barefoot Athletics	Beam Clay / Partac Peat Corporation
Big Game Sports	Bigger Faster Stronger, Inc.	Bill Guthrie Sports, Inc.
Blue Moose Apparel	BSN Sports	Buck Terrell Athletics
C & R Seating	Cardinal's Sport Center	Carey's Sporting Goods
Cheerleading Company	Clarke Distributing	Clear Gear
CNCAC, LLC / Total Body Board	Colorado Time Systems	Comm-Fit
Complete Athlete, Inc.	Daktronics, Inc.	DBS Texas - Houston
DGJD, Inc. [MWBE]	Diamond Fitness/Medical Industries	DL Stone Enterprises [MWBE]
DrumFIT Inc.	Educator's Depot	Eleiko Sport, Inc.
EmbroidMe [MWBE]	Fit Supply, LLC	Fitcorp USA, Inc.
Fitness In Motion	Flaghouse, Inc.	Game Court Services, Inc. [MWBE]
Get RXd	GetPoms.com	Gill Athletics
Gopher Sport	GTM Sportswear	Health Edco, a division of WRS Group, Ltd.
Henry Schein, Inc.	Image Maker 4U, Inc.	Intek Strength
InVader Sportswear	Irwin Seating Co.	John F. Clark Company [MWBE]
Key Enterprises	Key Installations	Lakeshore Learning
Lea Park and Play, Inc.	Leapin' Leotards Ltd.	Legend Fitness
Lids Team Sports	LISCO, LLP	Medco Sports Medicine
MFAC, LLC	Miller Net Company Inc.	Momentum Fitness Solutions
Morse Enterprises	Neff Motivation, Inc.	NellCo Specialties, Inc.
Nevco, Inc.	Olen Williams, Inc.	Palos Sports, Inc.

Current BuyBoard Vendors

Phone: 800-695-2919

Fax: 800-211-5454

Fire and Security Systems and Monitoring Services 493-15**Expires: 9/30/2018**

3Sixty Integrated.com	Allied Security Links	American Surveillance Co., Inc.
Beckwith Electronic Engineering Company [MWBE]	BL Technology, Inc.	Communication Concepts
Control Technologies, Inc. (HVAC, Fire & Security)	Convergint Technologies	Ener-Tel Services Inc.
Entech Sales and Service, Inc.	FastBall Integration	Guardian Security Services
J M Electronic Engineering, Inc.	JPM Communications	Rx Technology
Security Signal Devices, Inc.	Sigma Surveillance, Inc. DBA STS360	Stanley Convergent Security Solutions 
Superior Alarms	Texas Electronic Systems Specialists	Total Protection Systems, Inc

Fire Apparatus (Repair Parts and Repair Labor) 491-15**Expires: 8/31/2018**

Chastang Ford [MWBE]	Daco Fire Equipment	Deep South Fire Trucks, Inc
Grande Truck Center	Hall Buick GMC	Hall-Mark Fire Apparatus - Texas, LLC
Kovatch Mobile Equipment (KME Fire Apparatus)	Kyrish Government Group	Maintainer Custom Bodies, Inc.
Neel Fire Protection	Siddons-Martin Emergency Group	Southwest International Trucks, Inc.
VT Hackney, Inc.		

Fire Apparatus 491-15**Expires: 8/31/2018**

Chastang Ford [MWBE]	Daco Fire Equipment	Deep South Fire Trucks, Inc
Grande Truck Center	Hall Buick GMC	Hall-Mark Fire Apparatus - Texas, LLC
Kovatch Mobile Equipment (KME Fire Apparatus)	Kyrish Government Group	Maintainer Custom Bodies, Inc.
Metro Fire Apparatus Specialists, Inc.	Neel Fire Protection	Precision Industries
Siddons-Martin Emergency Group	Southwest International Trucks, Inc.	Sutphen Corporation
VT Hackney, Inc.		

First Aid & Athletic Training Supplies & Equipment 448-14**Expires: 5/31/2017**

Alamo Iron Works	Alert Services [MWBE]	Bill Guthrie Sports, Inc.
BSN Sports	C & S Safety Supply	Cornish Medical
Courtesy Wheelchairs	Dynatronics	Ecolab, Inc.
Finally Pain Free	Henry Schein, Inc.	Jefferson Medical Supply [MWBE]
Laerdal Medical Corporation	Medco Sports Medicine	Medwheels Inc [MWBE]
Moore Medical LLC	Palos Sports, Inc.	Products Unlimited, Inc [MWBE]
School Health Corporation	School Nurse Supply, Inc.	Southeastern Emergency Equipment
Sterlington Medical	William V MacGill	